

**APPENDIX
ALTERNATE BILLED SERVICE
"ABS"**

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BILLING AND SETTLEMENT APPENDIX FOR UNBUNDLED NETWORK ELEMENT PLATFORM ("UNE-P") ALTERNATE BILLED SERVICES (ABS) TRAFFIC

This Appendix, Alternate Billed Services, sets forth the terms and conditions for Alternate Billed Services Billing and Settlement for Unbundled Network Element Platform ("UNE-P") Alternate Billed Services Traffic.

1. DEFINITIONS

- 1.1 **"Adjustments"** means either (1) any dollar amounts that are credited to CLEC's End-User Customer as defined in Section 6.0 of this Appendix, or (2) any charges or credits to the CLEC's Account for amounts that may include, but are not limited to declared, Unbillables, Duplicates and/or Uncollectibles, as defined herein.
- 1.2 **"Alternate Billed Service" (ABS)** means a service that allows End-Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls. The phrase "Alternate Billed Service" or ABS is sometimes referred to as Alternate Billing Services, Alternatively Billed Traffic (ABT), Alternatively Billed Services, Alternately Billed Calls, or Alternately Billed Services. The different terms are interchangeable and offer no difference in connotation.
- 1.3 **"Billing Company"** shall mean the Party that has the End-User customer that needs to be billed for the ABS call charges.
- 1.4 **"Daily Usage File" (DUF)** is a process whereby a CLEC receives usage sensitive records and returns records for an adjustment in the industry standard format, currently Exchange Message Interface (EMI).
- 1.5 **"Earning Company"** shall mean the Party that originates the ABS call but does not have the End-User customer that needs to be billed for the ABS call charges.
- 1.6 **"End User"** means a third-party residence or business that subscribes to Telecommunications Services provided at retail by the CLEC. As used herein, the term "End Users" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.
- 1.7 The term ILEC in this Appendix references the **SBC** ILECs doing business the regions more particularly described below:
 - 1.7.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
 - 1.7.2 **SBC-2STATE** - As used herein, **SBC-2STATE** means **SBC CALIFORNIA** and **SBC NEVADA**, the applicable SBC-owned ILEC(s) doing business in California and Nevada.
 - 1.7.3 **SBC-13STATE** - As used herein, **SBC-13STATE** means **SBC SOUTHWEST REGION 5-STATE**, **SBC MIDWEST REGION 5-STATE**, **SBC-2STATE** and **SBC SNET** the applicable SBC-owned ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
 - 1.7.4 **SBC CALIFORNIA** - As used herein, **SBC CALIFORNIA** means Pacific Bell Telephone Company d/b/a SBC California, the applicable SBC-owned ILEC doing business in California.
 - 1.7.5 **SBC MIDWEST REGION 5-STATE** - As used herein, **SBC MIDWEST REGION 5-STATE** means Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated

d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, The Ohio Bell Telephone Company d/b/a SBC Ohio, and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

SBC NEVADA - As used herein, **SBC NEVADA** means Nevada Bell Telephone Company d/b/a SBC Nevada, the applicable SBC-owned ILEC doing business in Nevada.

1.7.6 **SBC SNET** - As used herein, **SBC SNET** means The Southern New England Telephone Company, the applicable above listed ILEC doing business in Connecticut.

1.7.7 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

- 1.8 **"Incollect"** shall mean calls that are placed using the services of **SBC-13STATE** or another LEC or LSP, who shall be the Earning Company and billed to an unbundled Network Element (e.g., switch port) of CLEC, who shall be the Billing Company.
- 1.9 **"Messages"** means the call detail information provided via the DUF.
- 1.10 **"Outcollect"** shall mean calls that are placed using CLEC Network Elements (e.g., switch port), who shall be the Earning Company and billed to a **SBC-13STATE** line or other LEC or LSP, who shall be the Billing Company.
- 1.11 **"Pre-paid Service"** means a program offered by **SBC-13STATE**'s Public Communications affiliate that will allow CLEC's End Users to receive collect calls that originate from inmate facilities served by **SBC-13STATE**'s Public Communications affiliate when Selective Blocking has been imposed. Prepay Service allows the End Users to receive such calls by paying a pre-determined amount into a facility-specific account from which payment for future collect calls from that facility are deducted. Prepaid calls are billed at the same rate as collect calls. When the prepaid account is exhausted, calls are prevented from completing until additional amounts are deposited in the account. Any unused portion of a prepaid account is refunded upon request.
- 1.12 **"Rejects"** means Messages that fail to pass edits in the CLEC's billing system, including Messages that do not pass due to: (1) the age of the call; (2) missing information; (3) incomplete information, or (4) Automatic Number Identification "ANIs" that do not belong to the CLEC at the time the calls were made. Rejects are considered "Unbillable" as defined herein.
- 1.13 **"Selective Blocking"** means a blocking functionality which selectively blocks calls that originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications affiliate and that are billable to CLEC's UNE-P End-Users (that is certain inmate – originated collect calls terminating to CLEC's unbundled switch-port). Traffic originating from these inmate facilities will not complete to UNE-P End-Users, unless such End-Users have set up a pre-paid account, as described herein. **SBC-13STATE** will identify CLEC's OCNs and provide programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.
- 1.14 **"Rated ABS Message"** means an ABS message originating from **SBC-13STATE** that is rated and listed on the DUF.
- 1.15 **"Third Party"** means any Person other than a Party.
- 1.16 **"Toll Billing Exception"** (TBE) means a blocking functionality which uses pre-existing Line Information Database "LIDB" that is currently available under the Interconnection Agreement to block CLEC's retail lines. CLEC orders TBE blocking via the service order process or an equivalent.
- 1.17 **"Unbillable"** means the rated value of an ABS Message that is not billable to CLEC's End-User because of missing information in the billing record or other billing error (not the result of an error by CLEC) that is returned to **SBC-13STATE** by means of the DUF.

- 1.18 **"Uncollectible"** means an ABS Message for which charges are billed by CLEC to CLEC's End-User's telephone number and cannot be collected by CLEC from its End-User, despite CLEC's collection efforts.

2. RESPONSIBILITY FOR INCOLLECT CALLS

- 2.1 CLEC may select one of the three options (Options 2, 3 or 4) set forth below. Appendix A to the General Terms and conditions sets forth the CLEC's election of certain options in connection with the Alternate Billed Services (ABS) Appendix, and indicates the Billing Option CLEC selects for **either** 1) All States **or** 2) a Specific State, in which this Agreement is being filed. **If CLEC fails to select one of the billing options identified below, the default selection of ABS Billing Option 2 will be selected on CLEC's behalf.**

2.2 Option 1: Billing Name and Address (BNA)

At **SBC-13STATE**'s sole discretion, **SBC-13STATE** may select this Option 1. At this time, it is **SBC-13STATE**'s decision not to elect Option 1. Until and unless **SBC-13STATE** notifies Sage in writing that it wishes to elect Option 1, Sage must select either Option 2, 3 or 4 set forth below.

2.2.1 CLEC Obligations

2.2.1.1 Upon receipt of a request from **SBC-13STATE**, in the form of e-mail or diskettes in Excel format of end user telephone numbers, CLEC will reply by providing the requested BNA information on e-mail, fax or diskettes with the BNA in Excel format and by sending such e-mail, fax or diskettes to **SBC-13STATE** within fifteen (15) business days of CLEC's receipt of **SBC-13STATE**'s request for the BNA.

2.2.1.2 The BNA information will be provided for listed and published billing numbers to the extent a billing name and address exists in CLEC's database. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively requested its BNA not be disclosed.

2.2.1.3 CLEC will provide **SBC-13STATE** the most current BNA information resident in its database. Due to end user account activity, there may be instances where the BNA information provided to **SBC-13STATE** is not the BNA that was applicable at the time **SBC-13STATE** originated its request for BNA.

2.2.1.4 CLEC will use reasonable efforts to provide accurate and complete BNA information. CLEC makes no warranties, express or implied, as to the accuracy or completeness of the BNA information provided.

2.2.1.5 CLEC has no obligation to bill **SBC-13STATE**'s ABS traffic to End Users nor does CLEC have any obligation to remit any monies to **SBC-13STATE** for ABS traffic.

2.2.2 **SBC-13STATE** Obligations

2.2.2.1 **SBC-13STATE**'s request for BNA information shall be in accordance with FCC Rules and Regulations. **SBC-13STATE** may use the BNA information in order to bill the CLEC customers directly for **SBC-13STATE** services for the following types of calls: 1+, 10XXX, collect, or third party interstate calls.

2.2.2.2 With each order for BNA, **SBC-13STATE** will identify the authorized **SBC-13STATE** representative and address to receive the BNA information.

2.2.2.3 **SBC-13STATE** shall regard the BNA received from CLEC as CLEC Confidential Information and make the data available only to those **SBC-13STATE** personnel or agents with a need to know. **SBC-13STATE** will not disclose, release, make available, or divulge in any manner whatsoever any Confidential Information provided pursuant to this Agreement, except as is required to implement the terms of this Agreement or as required by law or regulatory action.

2.2.2.4 **SBC-13STATE** shall not publicize or represent to others that CLEC jointly participates with **SBC-13STATE** in the development of **SBC-13STATE**'s end user records, accounts, databases, or market data, records, files, and databases or other systems it assembles through the use of CLEC-provided BNA.

2.2.2.5 **SBC-13STATE** will not further sub-license, lease, resell, or otherwise provide to any other person or entity the BNA provided by CLEC under this Agreement.

2.2.3 Payment by **SBC-13STATE**

2.2.3.1 **SBC-13STATE** agrees to pay CLEC the following rates:

Service Establishment Charge, for initial establishment of BNA service \$100.00

Charge Per Batch \$50.94

Charge for each BNA request per WTN \$0.33

2.3 **Option 2: CLEC Blocking of ABS Traffic**

CLEC is not responsible for charges for ABS traffic that is originated on **SBC-13STATE**'s network; provided, however, that CLEC must request full Toll Billing Exception (TBE) Blocking for all of its UNE-P End Users. In addition, **SBC-13STATE** will selectively block calls which originate from certain inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's UNE-P End-Users. Traffic originating from these inmate facilities will not complete to CLEC's UNE-P End-Users, unless such End-Users have set up a pre-paid service. **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports. CLEC will be responsible for one hundred percent (100%) and all applicable charges as discussed herein for all ABS charges passed through **SBC-13STATE** by a Third Party LEC to CLEC that are included in a DUF transmission.

2.3.1 CLEC shall block its End-User Customer access to ABS messages by requesting full Toll Billing Exception (TBE) blocking when it submits its order for ULS.

2.3.2 Erroneous charges for ABS traffic that originated on the **SBC-13STATE** network may be returned by CLEC to **SBC-13STATE** as a claim, as defined in Section 6.0 of the Appendix, for consideration of adjustment.

2.3.3 CLEC shall be responsible for paying all Charges arising out of CLEC's failure to order blocking for UNE-P lines and as such ABS calls will not be adjusted. If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.

2.3.4 CLEC shall notify **SBC-13STATE** within five (5) business days of deploying a new OCN to insure that Selective Blocking is established correspondingly. Subsequent requests to add Selective Blocking should be submitted to pccdissue@sbc.com.

2.3.5 **Settlement with CLEC**

2.3.5.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 2 shall be as follows:

- a. Gross ABS Billing Sent; (+)
- b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
- c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)

- d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
- e. Late Payment Charges previously assessed for Unbillables; (+)
- f. Amount Due **SBC-13STATE** (a-(b,c,d)+,e=f)

2.3.5.2 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.3.6 Unbillables / Rejects

2.3.6.1 CLEC may submit Unbillable and/or Reject claims to **SBC-13STATE** as provided in Section 8 of the Appendix.

2.4 **Option 3: CLEC Responsible for ABS Traffic**

CLEC is responsible for payment of all charges for ABS Traffic, excluding Unbillables and Rejects, as provided in Section 8.0 of the Appendix, and agrees to comply with the remaining terms and conditions in this Appendix. CLEC may submit up to a maximum of thirty-five percent (35%) of **SBC-13STATE**'s rated ABS messages and applicable taxes delivered via the DUF to **SBC-13STATE** as an Uncollectible, for a given bill period. CLEC will be responsible for one hundred percent (100%) of any ABS charges and applicable taxes passed through **SBC-13STATE** by a Third Party LEC that is included in a DUF transmission. **SBC-13STATE** will credit CLEC a Billing and Collection Service (B&CS) fee of \$0.05 per billed message for billing its End Users according to the ABS messages transmitted via the DUF for ABS calls originated on SBC-13STATE's network and calls originated by a third party LEC.

2.4.1 At the CLEC's option, exercisable by delivery of a written request to **SBC-13STATE**, **SBC-13STATE** will selectively block calls which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.4.2 Settlement with CLEC:

2.4.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 3, shall be as follows:

- a. Gross ABS Billing Sent; (+)
- b. Amounts declared as Unbillable or Rejects as provided in Section 8 of the Appendix; (-)
- c. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
- d. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
- e. Running average amount for amounts declared Uncollectible ; (-)
- f. Billing and Collection Fee; (-)
- g. Late Payment Charges previously assessed for Unbillables; (+)
- h. Amount Due **SBC-13STATE** (a-(b,c,d,e,f)+g=h)

2.4.2.2 Under Option 3, **SBC-13STATE** will conduct a running average review, semi-annually, of the CLEC recoured Uncollectibles to determine whether the 35% cap has been achieved by the CLEC. **SBC-13STATE** will adjust the CLEC's account accordingly as a result of the running average review for amounts declared Uncollectible. **SBC-13STATE** will work with CLEC to establish running average amount for the first six months after execution of this Appendix.

2.4.2.3 Upon termination of this Appendix for any reason, all sums due to **SBC-13STATE** hereunder shall be immediately due and payable.

2.4.3 Uncollectibles

2.4.3.1 **SBC-13STATE** may adjust CLEC's ABS charges for timely and properly returned Uncollectibles, as defined herein. If CLEC has not billed its End-User for ABS charges or has not made collection efforts, a message is not an Uncollectible and CLEC may not return

the rated message to **SBC-13STATE** for adjustment. Prior to CLEC appealing for an adjustment for an Uncollectible, CLEC will make good faith efforts to collect said amounts from its End-User. This excludes adjustments for Unbillables and Rejects, as defined herein.

- 2.3.3.2 CLEC may submit Uncollectibles to **SBC-13STATE** no earlier than 30 days, but no later than 180 days, from the date that the message was originally sent to CLEC by means of the DUF.
- 2.3.3.3 CLEC must return Uncollectibles to **SBC-13STATE** by means of the DUF, using the appropriate EMI Guidelines to receive adjustment.
- 2.3.3.4 CLEC shall implement Toll Billing Exception (TBE) for any End-User customer that is 60 days in arrears for any ABS calls. CLEC shall implement such TBE within 5-business days of recursing an Uncollectible to **SBC-13STATE** for adjustment. **SBC-13STATE** reserves the right to return Uncollectibles to CLEC if TBE was not placed on the End-User customer access line that is in arrears.
- 2.3.3.5 If the CLEC fails to place TBE on the line **SBC-13STATE** will charge the CLEC a fee of one hundred and fifty dollars (\$150) per day for each CLEC UNE-P End-User that did not have TBE implemented.
- 2.3.3.6 In the event that the CLEC wishes to remove TBE from an End User's line, CLEC must present full payment of any previous Uncollectibles on that End User's line to **SBC-13STATE** prior to **SBC-13STATE** removing TBE on the End User's line.

2.5 Option 4: CLEC Purchase of ABS Accounts Receivable

CLEC is responsible for payment of all charges for ABS Traffic, and will remit payment for all charges, excluding Adjustments as provided in Section 6.0 of the Appendix and/or Unbillables and Rejects, as provided in Section 8.0 of the Appendix. At the sole discretion of the CLEC, it may bill its End-User for ABS calls transmitted via the Daily Usage File (DUF). CLEC shall receive an Accounts Receivable Discount, (the "Accounts Receivable Discount") off the total amount of charges for SBC-originated ABS messages and applicable taxes, which requires that the CLEC pay (a) sixty-five (65%) of the total amount of charges for **SBC-13STATE**'s- originated rated ABS messages and applicable taxes; and (b) one hundred percent (100%) of any ABS charges passed through **SBC-13STATE** by Third Party LECs that are included in a DUF transmission..

- 2.5.1 At the CLEC's option, exercisable by delivery of a written request to **SBC-13STATE**, **SBC-13STATE** will selectively block calls, which originate from inmate facilities that are served by **SBC-13STATE**'s Public Communications unit that are billable to CLEC's End-Users. Once the CLEC requests Selective Blocking, **SBC-13STATE** will identify CLEC's OCNs and provide the programming necessary to restrict inmate originated collect calls, which terminate to **SBC-13STATE** unbundled local switch ports.

2.5.2 Settlement with CLEC

- 2.5.2.1 The amount due each billing cycle to **SBC-13STATE** from CLEC who selects Option 4 shall be as follows:
 - a. Gross ABS Billing Sent; (+)
 - b. The Accounts Receivable Discount, as defined with Option 4 above, credited one month in arrears to Requesting Carrier's account; (-)
 - c. Amounts declared Unbillable or Rejects as provided in Section 8.0 of the Appendix; (-)
 - d. Amounts declared as Duplicates as provided in Section 8.5 of the Appendix; (-)
 - e. Amounts declared as Adjustments as provided in Section 6.0 of the Appendix; (-)
 - f. Late Payment Charges previously assessed for Unbillables; (+)
 - g. Amount Due **SBC-13STATE** (a-(b,c,d,e)+f)=g
- 2.5.2.2 Once purchased as an Account Receivable, CLEC shall not adjust, deduct, debit, or otherwise attempt to recourse back to **SBC-13STATE** any Uncollectible ABS charges,

regardless of whether the End User disputes the ABS charges accuracy, declares financial insolvency, or otherwise refuses to pay CLEC invoices.

2.5.2.3 Upon termination of this Appendix for any reason, all sums due to SBC-13STATE hereunder shall be immediately due and payable.

3. DAILY USAGE EXTRACT FILE: Applies to all Options

- 3.1 Specific provisions, requirements and prices concerning the Daily Usage Extract File and related services are set forth in the Interconnection Agreement, attached hereto.
- 3.2 Notwithstanding the foregoing, CLEC shall not be liable for any Underbilled Charges for which Customer Usage Data was not furnished by SBC-13STATE to CLEC within six (6) months of the date such usage was incurred. Rated messages that meet the requirements outlined above as Underbilled ABS charges must be returned to SBC-13STATE by means of the DUF as an Unbillable record for consideration of an adjustment. "Underbilled Charges" shall mean 1) the rated ABS records that SBC-13STATE sends to CLEC via the DUF that are less than six (6) months of the call being made that originated on the SBC-13STATE network; and 2) rated ABS records that are passed through SBC-13STATE by a third party LEC to CLEC via the DUF that are less than six (6) months of the call being made.

4. BILLING AND COLLECTION SERVICES (B&CS): Applies to Options 2 & 3 and shall apply to Option 4, when CLEC elects to bill its End-Users

4.1 Billing Services

- 4.1.1 CLEC will provide Billing and Collection Services (B&CS) to SBC-13STATE for the ABS calls described in this Appendix and for additional Alternate Billing Services that may be developed during the term of this Appendix.
- 4.1.2 SBC-13STATE will provide CLEC with formatted records via the DUF for SBC-13STATEs' and Third Party LECs' rated messages for ABS calls in accordance with each Provider's requested rate. CLEC will render bills to CLEC's Customers in accordance with standard billing processes. CLEC must bill for all ABS calls contained on the formatted DUF records. CLEC shall bill all calls within thirty (30) days of receiving the applicable DUF.
- 4.1.3 CLEC must comply with all federal and state requirements applicable to the provision of the Billing Services.

4.2 Collection Services

These Collection Services consist of:

- Collecting payments remitted by CLEC's End-User Customers for Alternate Billing Services calls;
- Adjusting End User's bills as set forth in Section 8.0 of this Appendix;
- Responding to Customer complaints, inquiries and disputes as set forth in Section 6.0 of this Appendix only when Sage has elected Option 4 under this Appendix.
- Remitting net proceeds to SBC-13STATE is inapplicable when Sage elects Option 4.
- Undertaking preliminary collection activity for delinquent accounts which may include but is not limited to referring account to outside collection agency, applying Selective or TBE blocking, or payment plan.

5. CHANGES TO PROVIDER'S SERVICES AND RATES

- 5.1 At its option, the CLEC may pass through discretionary charge(s) to their End-User's, as a mechanism for cost recovery, when billing its End-User Customer.

6. ABS CLAIMS AND ADJUSTMENTS

6.1 CLEC End-User Customer Complaints and Inquiries

6.2 SBC-13STATE should take primary responsibility for addressing customers' inquiries regarding the origination and approval of ABS calls and SBC's associated charges, terms and conditions. When Sage chooses Option 3, SBC-13STATE will provide a toll free number by which Sage's customer representatives can contact SBC-13STATE directly regarding ABS-related inquiries received from Sage's End Users. As desired by Sage, SBC-13STATE will also participate in three-way calls initiated by the Sage representative using the toll free number.

6.2.1 When CLEC chooses Option 4, CLEC is responsible for facilitating all End User complaints, inquiries and disputes associated with ABS calls. SBC-13STATE will work cooperatively with CLEC to address the CLEC's End User's concerns by providing skilled assistance to CLEC. If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further investigation on a specific call or a series of calls, CLEC may initiate a claim to SBC-13STATE as provided in Section 6.2 of this Appendix.

6.3 CLEC ABS Claims

6.3.1 If CLEC is unable or unsure of how to sustain a call with an End-User and wants to launch further Investigation on a specific call or a series of calls, CLEC may send an email to pccdipute@sbc.com and the Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain it with their End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry.

6.3.2 Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call, or the request for additional information to assist SBC-13STATE in completing the investigation.

6.3 Claim Resolution and Adjustments to CLEC's Account

6.3.1 When all questions are answered and disposition is provided to CLEC on ABS claim, a credit is applied to the CLEC's Billing Account Number (BAN), as appropriate.

6.3.2 Claim resolution is made within thirty (30) calendar days of receipt of claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved.

6.3.3 If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle.

6.3.4 If a claim is denied, an explanation for the denial is provided. Once SBC-13STATE resolves the CLEC claim and the resolution Email is sent to CLEC, SBC-13STATE considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with SBC-13STATE's resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

7. ADJUSTMENTS TO CLEC'S END-USER'S ACCOUNT

7.1 The CLEC has the option to remove a disputed Uncollectible charge from their End User's account no earlier than thirty (30) days from the date that the message was originally sent to CLEC by means of the DUF.

8. UNBILLABLES / REJECTS

- 8.1 SBC-13STATE will adjust CLEC's ABS charges for timely and properly returned Unbillables and Rejects as defined herein.
- 8.2 CLEC may submit Unbillable and/or Reject claims to SBC-13STATE no later than 60 days from the date the message was originally sent to CLEC through the DUF.
- 8.3 CLEC must return Unbillable and/or Reject claims to SBC-13STATE by means of the DUF, using the appropriate EMI Guidelines.
- 8.4 Upon receipt of returned Unbillable and/or Reject, SBC-13STATE will first attempt to correct the message and re-send it to CLEC for End-User billing. If the record cannot be corrected, SBC-13STATE will process appropriate credits to CLEC's account.
- 8.5 In the rare event that duplicate records are received by the CLEC, a separate adjustment procedure will be necessary. A CLEC may notify SBC-13STATE of one duplicate record or a series of duplicate records by submitting an e-mail message to pccdispute@SBC.com. The Dispute Command Center will perform the research necessary to either adjust the call or help the CLEC sustain the call with its End-User. The email, from a representative of the CLEC, should provide the inquiry details, which include, but are not limited to, the telephone number, date of dispute/inquiry, charges and/or the nature of the inquiry. Within five (5) business days of receipt of the email message, a response will be provided to the CLEC's representative as to the disposition. The disposition could be an agreement to adjust the charges, an explanation for sustaining the call or the request for additional information to assist SBC-13STATE in completing the investigation. When all questions are answered and disposition provided, the appropriate credit is applied to the CLEC's Billing Account Number (BAN), as appropriate. Claim resolution is made within thirty (30) calendar days of receipt of initial claim. In the rare event that a claim cannot be processed within thirty (30) calendar days, notification is made to CLEC via phone or Email and the status will be provided periodically until it is resolved. Once a claim is resolved, a resolution Email is sent to CLEC advising of the action taken. If a claim or adjustment is approved, an adjustment is applied to the next account billing cycle. If a claim is denied, an explanation for the denial is provided. Once SBC-13STATE resolves the CLEC claim and the resolution Email is sent to CLEC, SBC-13STATE considers the claim closed and the monies in dispute become collectible. If CLEC does not agree with SBC-13STATE's resolution of the claim, it is CLEC's responsibility to invoke formal dispute.

9. TAXES

- 9.1 Taxes Imposed on Services Performed by Reseller. CLEC shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on CLEC's performance of Billing Services and Collection Services under this Appendix.

10. BLOCKING

- 10.1 CLEC shall comply with all federal and state requirements to block End User access to ABS calls upon End User's request. CLEC shall also block End User access to ABS calls upon SBC-13STATE's request, as set forth in the Guidelines in this Appendix.
- 10.2 CLEC shall agree to cooperate with SBC-13STATE to investigate, minimize, and take corrective action in cases of potential fraud. CLEC shall also block its End-User access to ABS calls upon SBC-13STATE's request in the case of potential fraud.
- 10.3 In connection with the selective blocking and TBE option, SBC-13STATE is unable to guarantee that its methodology will block one hundred percent (100%) of the collect/third party calls. CLEC is responsible for any ABS charges that may occur due to CLEC's End User's acceptance of Collect/Third Party calls.
- 10.4 Not all facilities have the necessary equipment or capacity to implement Selective Blocking. For Facilities not capable or without capacity to implement Selective Blocking, Toll Billing Exception (TBE) is an available alternative for the CLEC.

- 10.5 Selective Blocking is currently not a chargeable service. In the event that **SBC-13STATE** establishes recurring charges for Selective Blocking, **SBC-13STATE** will provide CLEC with 60-day notice from when recurring charges will commence, allowing it to remove Selective Blocking accordingly. The parties will negotiate the Selective Blocking rate. If the parties are unable to reach Appendix on the Selective Blocking Rate they will initiate the Dispute Resolution Process contained in the Underlying Interconnection Agreement.
- 10.6 **SBC-13STATE** reserves the right to withdraw the Selective Blocking Option at any time, with 30- days' notice.
- 10.7 Certain calling patterns by CLEC's End-Users accepting ABS calls may trigger fraud alerts that may require Toll Billing Exception (TBE) in place of or in addition to Selective Blocking.

11. OUTCOLLECTS AND RECIPROCAL BILLING

- 11.1 Outcollects: **SBC-13STATE** will provide to CLEC the unrated message detail that originates from a CLEC End-User line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, collect.). **SBC-13STATE** has agreed to transmit such data on a daily basis by means of the DUF. CLEC as the Local Service Provider (LSP) will be deemed the Earning Company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for End-User billing, by means of the DUF. CLEC will be compensated by the billing company for the revenue it is due. A message charge for **SBC-13STATE's** transmission of Outcollect messages to CLEC is applicable, and **SBC-13STATE** will bill CLEC for the transmission charge.
- 11.2 **SBC-13STATE**, deemed as the Billing Company, **is** prepared to reciprocate the terms of this agreement as it relates to CLEC's Outcollects that are billable to **SBC-13STATE** and is prepared to compensate CLEC, as the Earning Company, for the revenue it is due.